

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
PRIORITY MAIL--NON-PUBLISHED RATES – 2
(MC2020-156)
NEGOTIATED SERVICE AGREEMENTS

Docket No. CP2020-170

**USPS NOTICE OF FILING AMENDMENT TO
PMNPR-2 CONTRACT WITH
SERIAL NUMBER ENDING: 0773
(February 3, 2021)**

The United States Postal Service hereby gives notice of filing an amendment to a Priority Mail—Non-Published Rates - 2 (PMNPR-2) customer agreement, with serial number ending in 0773. The Postal Service submits that the amended agreement remains consistent with the PMNPR-2 contract templates. The financial inputs used to generate customer-specific pricing for the agreement that were originally filed with the agreement remain unchanged, along with the effective date and termination date of the agreement. The amendment will take effect three business days after the date of this notice, provided that the Commission does not find that the amendment is inconsistent with the PMNPR-2 contract templates.

Attachment A is a redacted version of the amendment. An unredacted version of the amendment is being filed with the Commission under seal. The Postal Service herein incorporates by reference the application for non-public treatment that was filed in conjunction with the Postal Service's June 11, 2020 Request filing in this docket, for the protection of the materials that the Postal Service is today filing under seal.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorney:

Elizabeth A. Reed

475 L'Enfant Plaza, SW
Washington, D.C. 20260-1101
(202) 268-3179
Elizabeth.A.Reed@usps.gov
February 3, 2021

ATTACHMENT A

REDACTED AMENDMENT

**AMENDMENT #1
OF
SHIPPING SERVICES CONTRACT
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND
[REDACTED]
REGARDING
PRIORITY MAIL SERVICE**

WHEREAS, the United States Postal Service (the “Postal Service”) and [REDACTED] (“Customer”) entered into a Shipping Services Contract, PMNPR2-FY20-0773, Docket No. CP2020-170, regarding Priority Mail, with an effective date of October 6, 2020.

WHEREAS, the Parties desire to amend the terms in Sections I.G, I.H, I.I and III, replace Exhibits 1 and 2, and delete Exhibit 3 of the Contract.

NOW, THEREFORE, the Parties agree that the Contract is hereby amended as detailed below. The existing Contract remains unchanged in all other respects. This Amendment shall become effective three (3) business days following the day that notice of the Amendment is filed with the Commission, provided that the Commission does not find that the Amendment is inconsistent with the PMNPR-2 contract templates.

[Replace Sections I.G, I.H, I.I and III, replace Exhibits 1 and 2, and delete Exhibit 3 of the Contract, as follows.]

I. Terms

- G. For Contract Year 1, Customer shall pay Tier 1 prices pursuant to Exhibit 2. For subsequent Contract Years, the annual volumes outlined in Exhibit 1 must be met in order to achieve the applicable Contract Package prices in Exhibit 2. The calculation of volumes and tier assignment will be made as follows:
1. The Total Package volume shipped in the period from the effective date to the first anniversary of the Contract’s effective date, will be used to determine the tiered pricing for Contract Year 2. As for Contract Year 3, the Total Package volume shipped during Contract Year 2, will be used to determine the qualifying tier in Contract Year 3.
 2. If the volume shipped falls below the minimum annual volume commitment for Tier 1 pricing in any Contract Year pursuant to Exhibit 1, the Postal Service in its sole discretion has the right to revert Customer to the most current Priority Mail Commercial Plus prices for the subsequent Contract Year.
 3. At the conclusion of each Contract Year, the Postal Service will report the number of Total Packages and the corresponding Contract Package Price tier

achieved to Customer and apply the appropriate rate table within thirty (30) calendar days of the conclusion of that Contract Year.

H. Customized Contract Package Price Tables. For any price cells not contained within Exhibit 2, Customer shall pay the corresponding, prevailing published Priority Mail Commercial Plus prices. For regulatory purposes, only revenue, pieces and weights for Contract Packages shall be counted as NSA revenue, pieces and weights.

I. INTENTIONALLY OMITTED

III. Expiration, Termination, and Extension

This Contract shall expire three (3) years from the effective date, unless (1) terminated by either Party with thirty (30) calendar days' notice to the other Party in writing; (2) renewed by mutual agreement in writing; (3) superseded by a subsequent contract between the Parties; (4) ordered by the Commission or a court; or (5) required to comply with subsequently enacted legislation.

If, at the conclusion of this Contract term, both Parties agree that preparation of a successor SSC is active, this SSC will be extended for up to two (2) ninety (90) calendar day periods with official notification to the Commission at least seven (7) calendar days prior to the Contract's expiration date. Upon both Parties agreement of the extension, the escalation clause will be implemented in Section I.J, throughout the extension period.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the later date below:

UNITED STATES POSTAL SERVICE

Signed by: Christine Bailey

Printed Name: Christine Bailey

Title: Vice President Sales

Date: 1/29/2021

[Redacted]

Exhibit 1

[Redacted]

Exhibit 2

[Redacted]

[REDACTED]

[REDACTED]